

October 9, 2002

By Electronic Delivery

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

Ex Parte Notice

**Re: Applications for Consent to the Transfer of Control of Licenses from
Comcast Corporation and AT&T Corp., Transferors, to AT&T Comcast
Corporation, Transferee, MB Docket No. 02-70**

Dear Ms. Dortch:

On September 30, 2002, AT&T Corp. ("AT&T") and Comcast Corporation ("Comcast") filed in the above-referenced proceeding a set of proposed safeguards ("Safeguards") that will govern AT&T Comcast's relationship with Time Warner Entertainment Company, L.P. ("TWE").¹ Attached hereto are a revised set of Safeguards reflecting a number of clarifications requested by the Commission staff.

Very truly yours,

/s/ James R. Coltharp
James R. Coltharp
Comcast Corporation
2001 Pennsylvania Ave., NW
Suite 500
Washington, DC 20006

/s/ Betsy J. Brady
Betsy J. Brady
AT&T Corp.
1120 20th Street, NW
Suite 1000
Washington, DC 20036

cc: Royce D. Sherlock
 Simon Wilkie
 Cynthia Bryant
 Lauren Kravetz Patrich

Roger D. Holberg
James R. Bird
Jeff Tobias
Qualex International

Erin Dozier
William Dever
Patrick Webre

¹ Letter from Arthur R. Block, Comcast, and Mark C. Rosenblum, AT&T, to Marlene H. Dortch, Secretary, FCC, filed in MB Dkt. No. 02-70 (Sept. 30, 2002).

“TWE Safeguards” for AT&T Comcast Merger Order

As a condition of exercising the grant of the merger application, AT&T Comcast shall comply with the following enumerated safeguards. These safeguards shall become effective at the merger closing date. The safeguards shall be null and void if AT&T Broadband and Comcast do not merge and there is no merger closing date. For purposes of these safeguards the term **“AT&T Comcast”** shall include AT&T Comcast Corporation, all of its wholly owned subsidiaries, and any entities controlled by AT&T Comcast, but shall not include iN DEMAND. The term **“TWE”** shall include Time Warner Entertainment Company, L.P. and, upon the closing of the Restructuring Agreement, Time Warner Cable Inc. (The “Restructuring Agreement” shall mean that Restructuring Agreement dated as of August 20, 2002 and entered into by AOL Time Warner Inc., AT&T Corp., Comcast Corporation and certain other parties.)

1. No officer or director of AT&T Comcast shall also be an officer or director of TWE.
2. No officer, director, or employee of AT&T Comcast, nor any representative appointed to the TWE Board of Representatives by the Trustee pursuant to Section 4 of the Agreement and Declaration of Trust,² shall, directly or indirectly, influence or attempt to influence, or otherwise participate in, the management or operation of the Video Programming activities of TWE. “Video Programming” means video programming as defined in 47 U.S.C. § 522(20) and the Commission’s implementing regulations as of January 1, 2000. In particular, no officer, director, or employee of AT&T Comcast shall be involved in the following matters:
 - a) the decisions of TWE regarding which Video Programming services are purchased for or carried on TWE’s cable systems;
 - b) negotiation of the prices paid by TWE for Video Programming carried on TWE’s cable systems;
 - c) setting the schedule for rollout of Video Programming by TWE’s cable systems;
 - d) marketing by TWE of Video Programming carried on TWE’s cable systems;
 - e) setting the budget for the Video Programming operations of TWE’s cable systems;
 - f) selecting the electronic programming guide used by TWE’s cable systems;
 - g) the hiring, firing, or supervising of TWE employees directly involved in the Video Programming activities of TWE’s cable systems; or
 - h) assessing the performance of any Video Programming service carried by TWE’s cable systems.
3. AT&T Comcast may not receive, directly or indirectly, information from TWE regarding the price, terms, and conditions which are negotiated for the carriage of Video Programming on the TWE cable systems, nor provide, directly or indirectly, information to TWE

² See Letter from Betsy J. Brady, AT&T Corp., and James R. Coltharp, Comcast Corp., to W. Kenneth Ferree, Chief, Media Bureau, FCC, filed in MB Dkt. No. 02-70, Agreement and Declaration of Trust § 4 (September 13, 2002).

regarding the price, terms, and conditions which AT&T Comcast negotiates for the carriage of Video Programming on the AT&T Comcast cable systems. AT&T Comcast may not obtain from any Video Programming vendor a volume discount or other favorable terms and conditions as a result of TWE's purchase of Video Programming for, or carriage on, TWE's cable systems.